



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord attended, but the tenant did not call in and did not participate although he was personally served with the application, Notice of Hearing and landlord's evidence package on December 18, 2012.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is a basement suite in a house in Vernon. The tenancy began on October 1, 2012. The tenant and his girlfriend were named in the tenancy agreement. The monthly rent was \$850.00. The tenant was supposed to pay a security deposit of \$425.00, but paid only \$140.00. The tenants did not pay rent for November when it was due on the first of the month. The tenant moved out on November 8, 2012 without paying rent and without giving notice. They smoked in the rental unit contrary to the tenancy agreement and they took a heater that was the property of the landlord when they moved. The landlord testified that the tenant left the rental unit in a mess with garbage and debris left behind. The carpet was badly stained and had to be professionally cleaned. The tenant spent more than 9 hours cleaning and removing garbage. She claimed compensation of \$237.50 for 9 1/2 hours of cleaning and painting at \$25.00 per hour. She had to repaint the bathroom to get rid of the smell of cigarette smoke.

The landlord did not succeed in re-renting the unit until January. The landlord claimed payment of the following amounts:

• Carpet cleaning	\$89.60
• Heater replacement	\$57.39
• Cost of photos for dispute resolution	\$3.92
• Cleanup, cleaning and painting	\$237.50
• November rent	\$850.00
• Loss of revenue December	\$850.00

### Analysis

Based on the landlord's testimony and the photographs she provided showing the condition of the rental unit at the end of the tenancy I find the landlord's claim for cleaning to be reasonable. The tenant moved out without giving any notice and without paying November rent. The landlord is entitled to recover unpaid rent for November and, based on the lack of Notice and the condition in which the rental unit was left, I find that she is also entitled to loss of revenue for December. The landlord is also entitled to recover the cost of replacing the heater taken by the tenant. The only item I do not allow is the claim for the cost of photos; this is part of the cost of the dispute process and not an allowable expense that may be claimed from the tenant. The total of the claims I have allowed is the sum of \$2,084.49.

### Conclusion

I have award the landlord the sum of \$2,084.49. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,134.49. I order that the landlord retain the \$140.00 security deposit that she holds in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$1,994.49. This order may be registered in the Small Claims Court and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 15, 2013

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Residential Tenancy Branch

